

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

AFRODITA ASANACHESCU, et al.,

Plaintiffs,

v.

CLARK COUNTY, et. al.,

Defendants.

CASE NO. C13-5222 BHS

ORDER DENYING PLAINTIFF'S  
MOTION TO COMPEL

This matter comes before the Court on Plaintiffs' motion to compel the disclosure of insurance agreements from ten of the Defendants ("Defendants") (Dkt. 49). The Court has considered the pleadings filed in support of and in opposition to the motion and the remainder of the file and hereby denies the motion for the reasons stated herein.

On August 22, 2013, Plaintiffs made a motion to compel the disclosure of insurance agreements in compliance with initial disclosure requirements. Dkt. 49. Plaintiffs' motion emphasizes the importance of these agreements, especially with regard to their upcoming November 13, 2013 mediation and settlement proposals. *Id.* at 3.

On August 30, 2013, Defendants responded, arguing that Plaintiffs' motion was unnecessary. Dkt. 51. Defendants indicate, through citation to Plaintiffs' own materials

1 submitted with their motion to compel, that they have communicated with Plaintiffs'  
2 counsel and have conveyed that they have no intention of withholding discoverable  
3 insurance information. *Id.* at 2. In his response, defense counsel represents that he has  
4 assured Plaintiffs' counsel that this information will be provided to the plaintiffs. *Id.* In  
5 fact, Defendants indicate that they "have sent the plaintiffs all discoverable insurance  
6 documentation they have received from individually named Conmed, Inc. defendants."  
7 *Id.* Additionally, Defendants state that they anticipate receipt of the remaining insurance  
8 information in the "very near future" and will provide it to Plaintiffs. *Id.* at 2-3.

9 Plaintiffs did not reply to Defendants response. Thus, the Court presumes that the  
10 Plaintiffs do not dispute Defendants' representations on this matter and that any delay in  
11 disclosure, up to this point, has not prejudiced Plaintiffs. Given that Defendants appear  
12 to be attempting in good faith to comply with the necessary disclosure of the insurance  
13 agreements, the Court **DENIES without prejudice** Plaintiffs' motion to compel (Dkt.  
14 49). If the production of the insurance agreements is considered insufficient or otherwise  
15 sanctionable, then Plaintiffs may renew their motion.

16 Dated this 12th day of September, 2013.

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19 BENJAMIN H. SETTLE  
20 United States District Judge  
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